



REQUEST FOR PROPOSAL
FOR
TOTAL COMPENSATION AND BENEFIT
STUDY

Groveland Community Services District
18966 Ferretti Rd.
P.O. Box 350
Groveland, CA 95321
www.gcsd.org

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Introduction

The Groveland Community Services District (GCSD, District) invites interested, qualified, and professional consulting firms (Consultant) to submit written proposals to evaluate, analyze, and prepare a Total Compensation and Benefit Study for the District. It is the District's desire to obtain a consultant with public sector experience in completing total compensation studies. Familiarity with California drinking water treatment and distribution, wastewater collections and treatment certification requirements is preferred, but not essential. The consultant is expected to review existing job descriptions, compensation and benefits. The District also expects the consultant to obtain and consider both employee and management feedback; analyze and incorporate local and comparable employers' compensation and benefits; interpret industry trends and potential implications to the District labor force; and make recommendations for revisions to the District's compensation rates and benefit package.

District Background

Established as mining camps in 1852, Groveland and the nearby town of Big Oak Flat were once thriving California Gold Rush towns. After the decline in gold production, the historic town of Groveland made its mark offering hospitality to weary travelers coming to and from Yosemite National Park. Located only 26 miles from the northern entrance to the Park on Highway 120, today Groveland is the most convenient gateway for tourists coming from the San Francisco Bay Area, Sacramento, Stockton, or Modesto.

Although Groveland boasts a population of approximately 3,000 full-time residents, this number often triples during the summer months. Visitors are attracted to both the magnificent beauty of our area, as well as the many recreational opportunities offered nearby. Our quiet hilltop community has managed to retain much of its old west charm, and still boasts the oldest continuously operating saloon in California. Travelers enjoy playing golf at Pine Mountain Lake's 18-hole golf course, taking in the sun at one of the numerous recreational lakes nearby, fishing, hiking, and of course sightseeing.

The Groveland Community Services District (GCSD) service area covers approximately 15 square miles in southern Tuolumne County. The District is bounded on the north by the Tuolumne River, on the south by Mariposa County, on the east by the Stanislaus National Forest, and on the west by Moccasin. GCSD is the owner and operator of the Groveland Water System, which receives water from the City and County of San Francisco's Hetch Hetchy water system.

GCSD's Water System distributes the water to the populated areas of Big Oak Flat, Groveland, and Pine Mountain Lake. The GCSD water supply and distribution system includes three water treatment plants, five storage reservoirs, and approximately 70 miles of distribution piping. The District provides a treated water supply to approximately 3,500 customers. The District also owns and operates the regional wastewater collection, treatment, and regional recycled water system, which provides sewer service to approximately 1,500 customers within the District's service area. The District operates a public park, baseball field and provides fire protection services to the community through a cooperative contract with the California Department of Forestry and Fire Protections (CAL FIRE).

The District is governed by a five-member Board of Directors elected to four-year terms. It currently has twenty-one approved full-time positions. This number includes administrative and field operations and treatment staff, comprised of non-bargaining and bargaining employees. The bargaining employees are represented by Operating Engineers Local No. 3.

The last total compensation and benefit study was performed in 2019.

Study Goals

The main goal of the Total Compensation Study is to develop an equitable, reliable, and competitive compensation system that supports the District's mission; promotes equity by accurately aligning classifications and pay; fosters the attraction and retention of qualified individuals; and provides opportunities for employee growth and development.

Scope of Work/Services

1. Develop Peer/Competitor Agency List and Survey Questions
 - a. Review of the previous list of competitor agencies used for the previous 2019 study
 - b. Provide recommended modifications to list based on review of previous competitor list and updated market analysis
 - c. Develop list of competitive agencies to be used with input from District management
2. Conduct Peer/Competitor Agency Survey
 - a. Conduct a comprehensive compensation and benefits survey and analysis based on the identified comparable agencies, using not only job titles, but duties and responsibilities based on the position descriptions of the District.
 - i. Include the total cost to the employer of salary and all benefits;
 - ii. Include the total value of the benefits package to the employee;
 - b. Recommend appropriate salary ranges for each position based on comparison analysis.
3. Prepare and Submit Parity Review Summary
 - a. Findings from the Peer/Competitor Review Survey will be summarized in a technical memorandum including a comparative matrix and written summary of methodology, survey assumptions and any necessary explanation of differences on responsibilities between GCSD positions and those of the peer agencies.
4. Presentation of Findings and Recommendations to Board of Directors
 - a. The consultant will present findings and recommendations to the Board of Directors.

Contact Person(s)

Primary Contacts: Jennifer Donabedian, Administrative Services Manager
(209) 962-7161 Ext. 1013
jdonabedian@gcsd.org

Peter Kampa, General Manager
(209) 591-7100 (cell)
pkampa@gcsd.org

Timeline

Issue Request for Proposal (RFP)	June 12, 2024
Proposals Due	July 12, 2024
Review and Evaluation of Proposals	July 15- 24, 2024
Staff Report to the Board & Possible Approval	August 13, 2024

Proposal Requirements

1. Proposal Submissions. To be considered, all submissions, must be submitted electronically via email to Jennifer Donabedian at jdonabedian@gcsd.org no later than July 12, 2024. An email confirmation of receipt will be returned. Proposals must be valid of a minimum of 90-days;
2. Questions and Inquiries. Questions concerning the RFP shall be submitted in writing to Rachel Pearlman rpearlman@gcsd.org no later than July 5, 2024. Responses will be returned via email and provided to all firms that were sent the RFP.
3. Proposal Package. Proposal package should address all the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the areas detailed below must be included:
 - a. A cover letter briefly introducing the firm. Include information regarding the size of the firm, the location of the office from which the work on the engagement is to be performed, and the number and nature of the professional staff to be employed in the engagement on a full-time and part-time basis. Include a summary of the proposal, an overview of the project and brief description of the firm's understanding of services to be provided. Also include a statement of why the firm believes itself to be the best qualified to perform the Scope of Work as defined in the RFP. Finally, indicate the name of the person who will be authorized to answer questions and to bind the firm, include the person's title, office and the mailing address and telephone number.
 - b. A list and description of relevant experience including other recent projects similar to this with special attention to work done for municipalities. Please provide the name of all cities, counties, special districts, and other government agencies for which the firm has worked during the past five (5) years. Please include reference contact information for at least three (3) of these agencies, including the name, telephone number and email address of the principal client contact. The District reserves the right to contact any or all of the listed references.

- c. Staff consistency is a very important consideration. Please provide information on staff qualifications and experience for those employees that will be working on the project.
- d. Proposed fee/compensation.
- e. Proposed project timeline.
- f. A statement confirming the firm's ability to comply with the District's insurance requirements.
- g. Signature of the authorized party.

Proposal Evaluation

1. Proposal Evaluation. Proposals submitted will be evaluated by District Management. During the evaluation process, the District reserves the right, where it may serve the District's best interests, to request additional information and clarifications from the proposer, or to allow corrections of errors or omissions.
2. Criteria for Consultant Selection. Proposal evaluators will be using the criteria listed below. Compensation will be a consideration in consultant selection but it is not the sole criterion for the agreement award. The general quality and thoroughness of the proposal will be considered. Following a review of the proposals, consultants will be ranked, and one or more firms may be asked to participate in an interview. Regardless of whether or not interviews are conducted, District staff will present evaluation findings to the Board of Directors for a decision. Once the Board has approved the consultant, the District and selected consultant will enter into an agreement. All firms will be notified by email or in writing of the outcome of the selection process.
3. Sample Proposal Qualification Ranking. The following represents the principle selection criteria which will be considered during the evaluation process:

	CRITERIA DESCRIPTION	POSSIBLE POINTS
1	Demonstration of Understanding of Scope of Work; Understanding of Intent and Goals of the Project	20
2	Project Components, Timeline, and Deliverables	20
3	Relevant Experience in Performing Similar Work; Distinguishing Characteristics	20
4	Qualifications and Experience of Key Staff Assigned to Project	15
5	References and Samples of Prior Work	15
6	Proposed Project Cost	10

General Conditions

A. Limitations

This Request for Proposal (RFP) does not commit GCSD to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. GCSD expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. GCSD reserves the right to withdraw this RFP at any time without prior notice. Further, GCSD reserves the right to modify the RFP schedule described above.

B. Award

RFP finalists may be asked to make oral presentations by phone or in person regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit price, technical, or other revisions of their proposals as may result from negotiations. GCSD also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by GCSD and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of GCSD shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by applicants and the selected contractor in:

- 1) Preparing proposals in response to this RFP
- 2) Submitting proposals to GCSD
- 3) Negotiations with GCSD on any matter related to proposals
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, GCSD shall not be liable for any pre-contractual expenses incurred by any applicant or selected contractor. Applicants shall not include any such expenses as part of the price proposed in response to this RFP. GCSD shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal will also provide the following information: name, title, address, telephone number and email of individual(s) with authority to bind the company and designated contact(s) during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

H. Fiscal Out Clause

The Agreement may be terminated at the end of any fiscal year, June 30th, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the GCSD as an additional insured.

J. Contract Arrangements

The proposer is expected to execute a contract similar to GCSD's Professional Services Agreement attached as Exhibit A.

Attachment A

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made this ____ day of _____, 2024 by and between Groveland Community Services District, a special district organized under the laws of California (hereinafter called "District") and _____ hereinafter called "Consultant."

1. THE CONTRACT

This Contract consists of: (1) the general terms and conditions contained herein, and (2) the Exhibits attached hereto, as Exhibits A through B inclusive. The District has furnished the Consultant with the general program and requirements of Consultant's services and the Consultant acknowledges being informed as to the nature and extent of the services required. It is expressly understood between the parties that the District is relying on and looking to the Consultant for performing and establishing the specific and technical requirements of the professional services described below, except where otherwise provided.

2. THE PROFESSIONAL SERVICES

Consultant shall execute the following professional services specified in Exhibit A (Scope of Work) attached hereto and incorporated herein by reference.

3. COMPENSATION FOR SERVICES

Consultant shall receive compensation for performance of the professional services in the amount, and at the times specified, in Exhibit B (Compensation) attached hereto and incorporated herein by reference.

4. CONSULTANT'S RESPONSIBILITIES

A. The Consultant shall perform those services specified in Exhibit A (Scope of Work) and any such additional services as may be authorized in accordance with Article 6 hereof.

B. Consultant enters into this Contract, and will remain through the term of this Contract, as an independent contractor. Consultant agrees that Consultant is not and will not become an employee of the District while this Contract is in effect. Consultant is not entitled to the rights or benefits afforded to the District's employees, including but not limited to disability or unemployment insurance, worker's compensation, medical insurance, sick leave or other employment benefits. Consultant is responsible for providing at Consultant's own expense disability, unemployment, and other insurance, workers' compensation (as set forth below), training, permits, and licenses for Consultant and for Consultant's employees and subcontractors. The Consultant shall be responsible for methods and means used in performing the Consultant's services under this Contract.

C. In the event the Consultant's services are related to a particular project, the Consultant's services shall be performed in a manner, sequence and timing so that they will be coordinated with the needs of the District and other consultants, engineers, architects or contractors for the project. The District General Manager or Interim General Manager shall be the general administrator of the professional services for the project and shall facilitate the exchange of information amongst the consultants, engineers, architects or contractors retained by the District for the project as necessary for the coordination of the project. Except as authorized by the District, all written communications between the Consultants and the District or others for the project shall include the District.

D. The Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other contracted consultants for coordination and review. All aspects of the project designed by the Consultant shall be coordinated by the Consultant, and the Consultant shall also become familiar with aspects of the project designed by the engineers and/or contracted consultants as necessary for the proper coordination of the project.

E. Consultant may, at Consultant's own expense, use any employees or subconsultants as Consultant deems necessary to perform the services required of Consultant by this Contract. The District shall not control, direct or supervise Consultant's employees or subconsultants in the performance of those services.

F. Consultant agrees that all designs, plans reports, specifications, drawings, inventions, processes and other information or documents produced by Consultant as a product of the performance of Consultant's services under this Contract will be and are hereby assigned to the District as the sole and exclusive property of the District and the District's assigns, nominees and successors, as well as any copyrights, patents, or trademarks obtained by Consultant in connection with the performance of services under this Contract.

G. Any written, printed, graphic, electronically or magnetically recorded information furnished by the District for Consultant's use are the sole property of the District. All such information shall be proprietary, including, but not limited to customer requirements, customer lists, marketing information and information regarding the project, the District's employees, products, services, prices, operations and subsidiaries. Consultant will keep such proprietary information in the strictest confidence, and will not disclose it by any means to any person except with the District's approval or except as required by law. On termination of the Contract, Consultant will return any proprietary information in Consultant's possession to the District.

H. Consultant agrees to indemnify and hold harmless the District, the members of its governing board and its officers, agents and employees from and against all demand, claims, damages, losses, liabilities, expenses and/or costs including reasonable attorney's fees and court costs, arising out of Consultant's willful misconduct, or negligent or reckless acts, errors, or omissions of services contemplated by this Contract, except however, for any such demands, claims, damages, losses liabilities, expenses and/or costs resulting from the willful misconduct, reckless acts, errors or omissions, or negligence of the District and/or its prorata share of negligence.

5. DISTRICT'S RESPONSIBILITIES

A. If the Consultant's services are related to a particular project, the District shall, with reasonable promptness, provide available information regarding the requirements for the project, including any existing or proposed plans and specifications and any requirements of public or quasi-public governmental agencies of which the District is aware.

6. TERMINATION, SUSPENSION OR ABANDONMENT

A. Notwithstanding any other provision of this Contract, this Contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party. In the event of such termination, Consultant shall be compensated hereunder for the hours worked up to the date of termination. In the event of such termination without cause, the District shall not be entitled to rely upon, nor shall Consultant have any liability arising out of the District's use of incomplete designs, plans, reports, specifications, drawings, or other uncompleted tasks.

B. This Contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Contract through no fault of the party initiating the termination. For purposes of this subparagraph, the failure to substantially perform in accordance with this Contract includes, but is not limited to, the following:

(1) The District's failure to pay Consultant any compensation due within thirty (30) days after written demand for payment.

(2) Consultant's failure to competently complete the services specified under this Contract within the time periods specified herein or as reasonably directed by the District.

(3) Consultant's or the District's material breach of any representation or agreement contained herein.

(4) Failure of consultant to maintain insurance coverage as required in Section 7.

(5) Consultant may also withdraw from this Contract upon seven (7) days written notice in the event of the District's refusal to cooperate with Consultant or to follow Consultant's advice on any material matter, or the occurrence of any fact or circumstance that would render Consultant's services unlawful or unethical.

(6) In the event of any such termination, Consultant shall be compensated hereunder for the hours worked up to the date of termination.

7. INSURANCE COVERAGE

A. Consultant shall maintain insurance covering claims arising out of the performance of professional services under this Contract and caused by the errors, omissions or negligent acts for which the Consultant is liable, in an amount of no less than \$1,000,000 per occurrence. Additional coverage or terms may be required for Consultant's services related to a particular project.

B. The Consultant shall carry the following additional insurance:

C. Worker's Compensation as required by law and Employer's Liability Insurance in the sum of not less than \$1,000,000.

D. General Liability Insurance, which insurance shall have limits of liability not less than the following:

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 each person \$2,000,000 aggregate
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

Comprehensive Automobile Liability, for all vehicles, automobiles, trucks and equipment which insurance shall have limits not less than the following:

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 each person
Property Damage:	\$1,000,000 each occurrence

Consultant shall furnish the District, upon request, with (1) a certificate of insurance countersigned by an authorized agent or representative of the insurance company, that the insurance policies will not be cancelled, altered or reduced without thirty (30) days prior written notice to the District and that the policy or policies do not exclude coverage for contractual liability, and (2) an endorsement to the General Liability Policy, in the form of CG2010, or such other form reasonably acceptable to the District, confirming that the District is named as additional insured on such policies. In the event of cancellation for non-payment, the District may pay premiums due by Consultant and deduct the paid payment from amounts then or subsequently owing to the Consultant hereunder. Insurance limits called for herein shall be considered to be minimum and the District shall have the absolute discretion to require higher limits should the nature of the work and risks involved therein call for such higher limits. District shall reimburse Consultant the cost for the difference between the normal insurance detailed above and any higher limit insurance required by the District.

8. SAFETY

A. With respect to those items and actions under Consultant's immediate direction and control, Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or properties or their protection from damage, injury or loss. Without limiting the foregoing, with respect to those items and actions under Consultant's immediate direction and control, Consultant shall comply with requirements, regulations, orders and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1986.

B. Consultant shall be liable to the District for all loss, cost and expense attributable to any acts of commission or omission by the Consultant, or its employees or agents that are not employees of the District, resulting from the failure to use reasonable safety precautions and programs or to comply with safety laws, regulations or ordinances, including but not limited to any fines, penalties or corrective measures. Consultant shall not be liable for any loss, cost and expense attributable to violation of safety laws, regulations or ordinances, and with which Consultant had no direct involvement or control.

9. PAYMENT PROVISIONS

A. Unless otherwise specified in Exhibit B, the Consultant shall render monthly invoices in duplicate covering work completed in such month. Invoices received by the end of the month will be payable by the 15th of the following month.

B. Additional services, beyond the services listed in Exhibit A, may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by the District or the District's designated representative. Each Change Order shall list the scope of revisions to be performed, state the time within which the work is to be completed, designate any special conditions, and state the agreed upon compensation for such services.

10. MISCELLANEOUS PROVISIONS

A. This Contract represents the entire and integrated agreement for the services between the District and Consultant and may be amended only by written instrument signed by both the District and Consultant.

B. Any notices required to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, by facsimile, or by any nationally recognized overnight service. Notices must be addressed to the parties at the addresses indicated on this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices personally delivered will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs

first. Notices sent by overnight services or facsimile shall be deemed communicated as of the earlier of the date of receipt or twenty-four (24) hours after mailing.

C. If any provision of this Contract is held by a court of a competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

D. This Contract shall be binding upon the executors, administrators, heirs, successors and assigns of the District and the Consultant.

E. If any legal action or arbitration is instituted, including an action for declaratory relief to enforce or interpret the provisions of the Contract, the prevailing party will be entitled to reasonable attorney's and expert fees, which may be set by the court in such action or arbitration, or in a separate action brought for that purpose, in addition to any other relief to which that party may be awarded.

F. This Contract will be governed by and construed in accordance with the laws of the State of California.

G. In the event that either the District or the Consultant shall at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

H. If any term, condition or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract shall be valid and binding on District and Consultant.

I. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

District Signature:

Consultant Signature:

By: _____
Its: _____

By: _____
Its: _____

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Mailing Address:
P.O. Box 350
Groveland, CA 95321-0350

Exhibit A

Scope of Work

Exhibit B

Compensation