

Purchasing Department P.O. Box 750416 Dallas, Texas 75275

REQUEST FOR PROPOSAL

RFP Number: SMU - BC5.2022 - Compensation Market Checks

Compensation Market Checks

All Bids in Response to This RFP are Due Before:

SEPTEMBER 21, 2022 @ 3:00 PM CST

Section I Introduction

1.1 Background

As a private, tax-exempt university enriched by its United Methodist heritage and partnership with the Dallas-Fort Worth area, SMU seeks to enhance the intellectual, cultural, technological, ethical, and social development of a diverse student body. SMU offers undergraduate programs centered on the liberal arts and excellent graduate, professional, and continuing education programs. The SMU experience also includes accessible faculty in small classes and abundant opportunities for research experience, international study, leadership development, and service and internship opportunities beyond campus – all with the goal of preparing students to become contributing citizens and leaders for our state, nation and world.

SMU has approximately 11,000 students studying in seven degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, and Perkins School of Theology.

Founded in 1911 by what is now The United Methodist Church, SMU is nonsectarian in its teaching and committed to academic freedom and open inquiry. SMU is managed by a Board of Trustees that includes civic, business, education, and religious leaders who represent various faiths and geographic areas.

1.2 Purpose of Request for Proposal

The purpose of this RFP is to select a qualified and experienced firm or consultant, familiar with the compensation challenges of Higher Education, to evaluate the university's current compensation plan structure and recommend updates to the job classification and total compensation system based on a market analysis and internal comparisons.

At the conclusion of this RFP process, the SMU Evaluation and Selection Committee will make a recommendation to upper management to select a firm to enter a contract for services for a one (1) year period.

1.3 Description of Work

The job classification and compensation study will provide options for upgrading or revising our current job classification and total compensation plan, including an implementation strategy, which will achieve the following objectives:

- 1. Attract and retain qualified employees
- 2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together
- 3. Provide salaries commensurate with assigned duties
- 4. Maintain a competitive position with other comparable universities and other employers within the same geographic areas
- 5. Clearly outline promotional opportunities and provide recognizable compensation growth
- 6. Ensure compliance with laws and regulations

All work will be done with regular involvement of the Chief Human Resource Officer, Senior Compensation Specialist, and Human Resource Department. Department Heads and other key personnel will be involved as necessary. Regular presentations and meetings with these individuals or groups, incorporating their input into the process, are expected. Presentation to the Human Resource Department upon completion of the project is also expected.

The study shall evaluate the present salary structure as compared to the specific job market for comparable positions in comparable universities or within the public/private sectors.

Currently, SMU has 1,321 staff positions and 360 staff job titles (classified jobs only).

1.4 Schedule

The schedule for this RFP is as follows:

Issue Request for Proposal	August 25, 2022	
Last Date for Written Questions	September 02, 2022	
SMU Responses to Questions provided on or before	September 09, 2022	
Closing Date at 3:00 pm	September 21, 2022	
Evaluation and Award	Week of September	
	26, 2022	

1.5 Questions and Inquiries

All inquiries concerning the RFP should be directed to:

Brian Cook, RFP Coordinator SMU - Purchasing Email: <u>brianc@smu.edu</u> Phone: 214-768-0099

Questions should be submitted in writing via email. Written questions should be directly tied to the RFP and should be asked in consecutive order, following the organization of the RFP and referencing the RFP section. General questions will be shared with all those firms participating in the process.

Short procedural inquiries may be accepted by telephone or email by the buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the University.

1.6 Submission of Bids

Proposals should be submitted virtually via email to: brianc@smu.edu

Bids or modification of bids received after the final date to submit bids listed in Section 1.4 may not be considered. Bids submitted in response to this RFP shall be valid for (90) days from the closing date. SMU is not liable for any expense incurred by providers in the preparation of responses to this RFP

1.6 Publicity

No announcement concerning the negotiation or awarding of a contract as a result of the RFP shall be made by provider without the prior written consent of SMU. Provider shall not use in their external advertising, marketing programs, or other promotional efforts any

data, pictures or other representations of SMU without prior written consent of Southern Methodist University.

1.7 Insurance Provisions and Indemnification

The selected contractor must have in full force and affect during the term of any agreement the types and amounts of insurance defined in Exhibit II of this documentation. Further, any awarded party shall require all subcontractors, if sub-contractors are permitted, to carry identical insurance coverage, limits of liability and provisions. The selected party shall submit Certificates of Insurance in duplicate to SMU with in one week after receipt of the notice of award. SMU reserves the right to change insurance requirements at any point during this RFP.

1.8 Anti-Lobbying Provision

Contractors, including their agents and representatives and sub-consultants, shall not undertake any activities or actions to promote or advertise their proposal to any member of the Board of Trustees of SMU, or SMU staff or faculty except in the course of SMU-sponsored inquiries, briefings, interviews or presentations.

Section II Description of Services

2.0 GENERAL TERMS

The consultant shall perform or provide the following.

2.1 Scope of Services

1. Using current job descriptions, determine the market value for selected staff positions based on comparable universities and/or other employers within the same geographic area and/or region.

2. Determine relative worth of staff positions within the organization for internal equity and to ensure positions are in the appropriate pay range.

3. Identify potential pay compression issues and provide potential solutions.

4. Update/revise job families, job descriptions, and job titles to facilitate a consistent understanding of work, levels of contribution, performance expectations and the potential for growth and development.

5. Review the current salary structure and prepare recommendations for compensation rules and policies, to maintain competitiveness, ensure equity, and position the university as an employer of choice.

2.2 Information Meetings

1. Consultant to schedule an initial meeting with the Chief Human Resource Officer, Senior Compensation Specialist, & HR Business Partners, to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.

2. Consultant to provide frequent updates to Senior Compensation Specialist.

2.3 Classification Study

1. Consultant to review current classification grade methodology, and propose recommended strategies for the University.

2. Consultant to identify Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, and Service employees, including fair Labor Standards Act (FLSA) status (exempt/non-exempt).

3. Consultant to finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.

4. Consultant to identify career ladders/promotional opportunities as deemed appropriate.

5. Consultant to submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.

6. Consultant to present proposed recommendations to the Senior Compensation Specialist for review prior to making any final classification determinations.

7. Consultant will provide a straightforward, easily understood, maintenance system that Human Resources Department will use to keep the classification system current and equitable. The classification system should be provided in an electronic medium. Maintenance should include annual activities, as well as the process we would use in the review of the classification of individual jobs, as needed.

8. Consultant will conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spread out in the proposal.

2.4 Compensation Study

- 1. Consultant to review current compensation plan (salary grade levels) and understand current challenges in recruiting and retaining employees.
- 2. Consultant will recommend and identify a consistent and competitive market position that the University can strive to maintain.
- 3. Consultant will ensure employees are correctly compensated based on the work they perform.
- 4. Consultant to recommend comparable labor markets, including both private and public sector employers for compensation survey.
- 5. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure, if needed, based on the results of the survey and best practices.
- 6. Consultant to develop guidelines to assist university staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
- 7. Consultant to identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
- 8. Consultant will make recommendations and to provide implementation strategies related to other key compensation practices, based on market demands, including pay for performance, skill pay, special assignment pay, certification pay, bilingual pay, promotional pay, and acting assignment pay.
 - 10. Consultant will provide system documentation and computer formats/software to administer compensation plan.
 - 11. Consultant will provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as market survey.

- 12. Consultant will conduct a compression analysis to include any recommendations for implementation.
- 13. Consultant will conduct a comprehensive training program for Human Resources staff to ensure that the staff can explain and administer the new system in the future. The training program should be clearly spelled out in the proposal.

2.5 SMU Resources

SMU will provide copies of all pay ranges, job classifications, and any other available in-house information requested by the selected consultant that may be required to complete the study.

2.48 INVOICING

The selected vendor will provide a monthly detailed invoice for all services performed. The monthly invoice shall be delivered to: <u>invoices@smu.edu</u>. It is the vendor's responsibility to include all relevant contact information on each invoice to ensure that it is routed correctly; this is including, but not limited to, department name, departmental contact, and invoice number.

Section III Proposal Requirements

3.0 Proposal Format

The respondent shall submit one original electronic copy of their written proposal that presents their qualifications and understanding of the work to be performed. Include all information requested, organized in tabbed sections clearly identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal.

The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

3.1 Agents and Address

Identify who will be the project manager and key staff assigned if awarded. Provide resumes summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with higher education compensation. Describe successful outcomes. List the address, e-mail address, and telephone number of the office from which the services are to be provided. Promotional literature and other public relations documents should NOT be included.

3.2 Statement of Methods and Procedures

Provide a statement describing the scope of work as you understand it. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Provide a sample of reports and/or other correspondence.

3.3 Management Synopsis

Provide a synopsis prepared for management review, covering the significant features of the proposal including overall costs and term of work.

3.4 Structure and Content of Work Product

Provide a detailed breakdown and description of the specific steps, services, and study products that will be provided. Describe how the final product will be structured and presented upon completion. Include any computer/software compatibility information. Firms may elect to include in the section any innovative methods or concepts that might be beneficial to Southern Methodist University as long as the minimum requirements set out in this RFP are met.

3.5 Work Schedule

Provide a timeline indicating tasks required and the start and completion dates for each. It is expected that the work will commence as soon as possible after the contract is awarded.

3.6 References

Include the name, address, telephone number, and e-mail address for contact persons at five (5) other higher education entities for which comparable services have recently been rendered.

3.7 Cost of Services

Provide a total cost estimate, including travel expenses, and "not to exceed" amount for the work described in scope of work; a rate schedule for computing any extra work not specified in the contracted scope of work; and an amount to be deducted from total cost estimate because Offeror is conducting (or has conducted in the past six (6) months) salary surveys of comparable jurisdictions, the data from which can be shared rather than independently gathered.

3.8 Final Product

Provide a statement that the proposer agrees to:

- a. Deliver at least one (1) original, five (5) copies, and an electronic copy of the final report to the Senior Compensation Specialist or designee.
- b. Provide the final report, tables, schedules, job descriptions, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium.
- c. Appear at scheduled requested meetings to discuss the recommendations and final report.

3.9 Additional Services (Optional)

Provide any other related and recommended products or service not specified in the RFP which may be considered essential or benefitted by the firm. These services should be priced separately from "**Section 3.7 Cost of Services**" above and shown here.

3.10 Other

The complete (all pages) Request for Proposal documents with any addenda acknowledgements filled out, initialed, and signed as required. The person that signed the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

The classification and compensation system to be recommended as responses to this RFP must adhere to the following basic elements and characteristics: (a) the system must meet all legal requirements, (b) be totally nondiscriminatory and provide for compliance with all pertinent federal, state, and local requirements (e.g., ADA, FLSA, EEO, etc).

- 1. The system must be easy for management to administer, maintain, and defend.
- 2. The system must easily accommodate organizational changes and growth.

- 3. The system should be based on sound compensation principles in which internal and external equity are considered within the pay structure, as well as, the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
- 4. The system should provide for new positions to be incorporated into the compensation plan, as well as, regular adjustments to maintain the plan's competitiveness.
- 5. The system should be compatible with current SMU payroll programs/software.

The University requests that all information submitted by the successful consulting firm be in Microsoft Excel, Microsoft Word, and in hard copy. The University further requests the complete use of the material developed for the ability to update or change it as needed. All work provided by the consultant under contract with the University shall belong exclusively to Southern Methodist University.

Section IV Evaluation Criteria for Award

4.1 Evaluation Information

The University will utilize a selection committee for the evaluation of the RFP. Generally the selection teams consist of 3-4 individuals who have a direct interest in the award of this contract. A list of the individuals on the committee will be made available upon request.

The selection team will ensure that the contractor with the best overall value to the University will be selected. Factors that will be considered to determine "the best value" include, but are not limited to, price, services, company and management experience, past service levels, financial condition, perceived reliability and presentation. The selection committee shall be the sole judge of the comparative evaluation of the bids received. The decision of the selection committee will be final. The University reserves the right to reject any and all bids.

The University may choose to interview any, all, or none of the respondents. If interviews are held, selected firms will be notified of the place, time, date, and purpose of the interview.

4.2 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the University's requirements and to provide the best value to the University. Proposals shall be evaluated by assigning points to each item.

Cost	The overall cost of ownership or service, including any additional costs that may be incurred by the University. Additional maintenance or hourly costs, costs for training and any foreseen future cost will also be considered. While cost is a significant factor during the evaluation process, RFPs based on low cost alone will not receive the award	30%
Requirements	Ability to meet requirements stated in proposal.	30%
Service	Any "value added services" that may be available that were not requested in original requirements. This also includes perceived service levels as well as any service provided directly to the University in past performance.	20%
Contract Terms	A draft of the University's standard agreement is attached as Exhibit II. Please provide any requested changes as a part of your response to this proposal. The University will not make significant changes to its standard agreement. Minor changes may be considered, but the University does not guarantee acceptance of such changes. Special attention must be paid to the insurance requirements.	15%
References		5%

Exhibit II SMU's GENERAL TERMS AND CONDITIONS

SOUTHERN METHODIST UNIVERSITY (SMU) - GENERAL TERMS AND CONDITIONS

1. **General** – These General Terms and Conditions apply to SMU's purchase of the goods and/or services listed on the attached order, contract, invoice or other document (this "Contract") and are incorporated in this Contract. Terms and conditions submitted by Seller with a proposal, an invoice or otherwise are not incorporated in this Contract. Seller accepts this Contract by Seller's shipment of the goods or commencement of the services described in this Contract. The obligations imposed on Seller under Paragraphs 1, 2, 3, 4, 5, 6, 8, 11 and 12 of these General Terms and Conditions survive the termination of this Contract.

2. Prices; Shipment – Any price(s) submitted by Seller in response to a verbal or written solicitation from SMU are firm and not subject to change without written permission of the President, a Vice President or the Director of Purchasing or other authorized signatory of SMU. SMU does not assume responsibility for goods shipped without SMU's permission or for goods that do not meet the requirements set forth in this Contract. SMU may return such goods to Seller at Seller's expense. UNLESS OTHERWISE INDICATED, ALL PRICES ARE FREIGHT ON BOARD DESTINATION.

3. Governing Law; Jurisdiction; Taxes; Modifications; No Assignment – This Contract shall be governed by Texas law. Seller submits to the exclusive jurisdiction of the federal or state courts in Dallas County, Texas. SMU is exempt from state sales and use taxes, unless otherwise stated. This Contract may not be modified and Seller may not assign this Contract or any of its rights or obligations without written consent of the President, a Vice President or the Director of Purchasing or other authorized signatory of SMU.

4. Responsibility; Indemnification – Seller shall be responsible to SMU for the acts and omissions of Seller and Seller's employees, subcontractors, suppliers, volunteers, agents and any other persons performing any of Seller's obligations ("Seller Parties"). Seller is responsible for ensuring that all Seller Parties comply with the obligations of Seller. Except to the extent caused by the negligence or fault of the indemnified party, Seller will indemnify, defend and hold harmless SMU, its trustees, officers, employees, students, volunteers and agents (each, an "SMU Party") from and against all losses, costs, damages, injuries, liabilities, claims, demands, penalties, actions or causes of action (including, without limitation, costs of dispute resolution proceedings and attorneys' fees and claims for infringement of intellectual property rights, wrongful death, personal injury and/or property damage) directly or indirectly arising out of, resulting from, or relating to Seller's goods and/or Seller's performance of services for SMU and/or other activities of the Seller or Seller Parties.

5. **Insurance** – Seller agrees to carry general liability, automobile liability and workers' compensation insurance and/or other insurance coverage required by SMU. Upon request, Seller will furnish a certificate showing proof of such insurance coverage, naming SMU, its trustees, officers, employees, students, volunteers and agents, as additional insured as their interests may appear.

6. Warranty of Seller – Seller expressly warrants that all goods and services provided to SMU will conform to the specifications, drawings, samples or other descriptions furnished to or specified by SMU, will be merchantable, new, of good material and workmanship and free from defect. Seller warrants that its services will be performed in accord with the highest appropriate professional and/or industry standard. SMU relies upon Seller's expertise to provide goods and perform services in a manner fit to accomplish all of SMU's foreseeable purposes. Seller promptly will correct any defect in its goods or services at no cost to SMU.

7. Non-Discrimination; Affirmative Action – Seller warrants that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information, veteran status, sexual orientation or gender identity and expression. The parties hereby incorporate the equal employment opportunity and affirmative action requirements, if applicable, of 41 C.F.R. 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A. Seller and all Seller Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

8. Compliance with Laws – Seller represents and warrants that it will comply with all applicable federal, state and local laws and regulations and that all goods and/or services furnished will be manufactured or furnished in accordance with all applicable federal, state and local laws and regulations. Seller will obtain all required licenses and permits. Without limiting the foregoing, hazardous materials must be properly labeled and accompanied by a Safety Data Sheet (SDS).

9. Independent Contractor – This Contract does not create a partnership, a joint venture or an employer-employee relationship between the parties. Seller provides its goods and services hereunder as an independent contractor.

10. No Kickbacks or Extra Benefits; Fair Consideration – Seller represents and warrants that no SMU Party has received or will receive any personal compensation or consideration of any kind by or from Seller in connection with obtaining, arranging, negotiating or performing this Contract. Seller agrees that the consideration to be paid by SMU under this Contract is fair and reasonable consideration relative to the value of services to be provided by Seller to SMU.

11. Privacy; Confidentiality – Seller will keep information about SMU, this Contract and each SMU Party confidential.

12. No Use of Name – Nothing contained herein allows Seller to use the name "SMU" or "Southern Methodist University" or any of SMU's logos or images. Seller shall take no action that states or implies or allows another to infer that SMU has approved or endorsed Seller's goods or services.