



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor Ternus and Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: May 6, 2025
SUBJECT: Proposed RFP for Compensation Study and Pay Equity Analysis

BACKGROUND

In 2019 the Board of Trustees entered into an agreement with CPS HR Consulting to complete a *Total Compensation Report* for the Town. A draft report was prepared in August 2020, but for whatever reason no further action appears to have been undertaken either by CPS HR Consulting or by the Town of Elizabeth. In January 2022 the Town Administrator applied the methodology identified in the 2020 report to build-out a temporary staffing and compensation study. Since that time, adjustments have been made sporadically to the pay scale, but it is resulting in compressions issues among all tiers of the organization.

On March 8, 2025, the Board of Trustees participated in a Strategic Planning Workshop. A report was issued on March 25, 2025, reiterating the desire to pursue an updated Compensation Study. The study, itself, also leads to other goals anticipated in the upcoming years, namely the desire to implement a financial and operations plan to increase police services, and an underlying Facilities Master Plan which would address staffing levels.

On May 3, 2025, the Board of Trustees conducted a follow-up Workshop with Staff to discuss the goals and objectives arising from the Strategic Planning Workshop. The members in attendance reaffirmed the need for a Compensation Study.

Attached is the proposed RFP for the project. In addition, a draft of the Agreement for Professional Services is provided in advance, for review and comment by the Board of Trustees. It is anticipated that once a consultant is selected to complete the Study, the attached Agreement for Professional Services would be executed by the parties.

ANALYSIS

The attached RFP proposes a compensation study to be initiated on an aggressive timeline. Specifically, the RFP would be issued on May 16, 2025, with responses due by June 16, 2025. The final report would be due approximately October 1, 2025, in order to incorporate its findings into the 2026 Town Budget.

STAFF RECOMMENDATION

Staff recommend that a Compensation Study and Pay Equity Analysis be completed as soon as practicable so that the underlying results may be considered, and possibly incorporated, into the 2026 Budget Analysis.

BUDGET CONSIDERATIONS

None at this time. The issuance of the RFP merely requires Staff time for completion. Assuming proposals are received on or before the June 16, 2023, deadline, a budget amendment will likely be required to ensure funding is available for the project.

ATTACHMENTS

DRAFT – Request for Proposals – Compensation Study and Pay Equity Analysis

DRAFT – Proposed Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 2025, by and between the Town of Elizabeth, State of Colorado (hereinafter referred to as the "Town") and _____, of _____ (hereinafter referred to as "Consultant").

RECITALS:

- A. The Town requires professional services.
- B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. The Consultant shall not disclose project information to third parties, without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. The Town authorizes consultants to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The Town acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the Town upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdowns for all personnel and other charges. The parties may enter into additional agreements as they may deem necessary for purposes of setting maximum fees for specific projects. In such event, the maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the Town.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed monthly for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town

of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete, and Consultant shall furnish the Town with the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town shall have the authority to enter any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Town, its Board members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its Board members, its officers, agents and employees from damages resulting from the negligence of the Board members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its Board members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys' fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the Town for the negligent acts of the Town, its Board members, or any of its officials, officers, directors, agents, and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Consultants shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees, the Town shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its Board members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy, or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.
2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
4. The policy required by paragraph 2. above shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the Town shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

Town of Elizabeth
Box 159
151 S. Banner Street
Elizabeth, Colorado 80107

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any

use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Elbert, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees, or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

The Town: Town of Elizabeth
151 S. Banner Street
Box 159
Elizabeth, Colorado 80107

Consultant: _____

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

CONSULTANT

By: _____

Title Date

ATTEST:

Title Date



REQUEST FOR PROPOSALS
Compensation Study and Pay Equity Analysis

Issued: May 16, 2025

DEADLINE FOR PROPOSALS:

June 16, 2025

5:00 P.M. Local Time

GENERAL INFORMATION

The Town of Elizabeth (the “Town”) is seeking proposals from qualified consultants to provide a biannual compensation study and pay equity analysis for **2025, with implementation beginning January 1, 2026**. This study builds on the existing compensation structure of the Town and is considered an update. The ideal consultant will have experience working with public sector entities and familiarity with the Colorado labor market. The selected consultant may be awarded the next two studies in 2028 and 2030.

SUBMITTAL REQUIREMENTS

Proposals may be submitted in a single PDF file no larger than 30 MB and emailed to hbruce@townofelizabeth.org. If electing to submit hard copy proposals instead, deliver one (1) hard copy and one (1) digital copy to the Town of Elizabeth, Attn: Hannah Bruce, Finance Officer, 151 South Banner Street, Elizabeth, Colorado 80107, or mail to P.O. Box 159, Elizabeth, CO 80107. Please allow additional time if mailing proposals.

If necessary, interpretation of, or changes to, this RFP will be made by written addendum. All questions must be submitted in writing via email to Patrick Davidson, Town Administrator at pdavidson@townofelizabeth.org. no later than **3:00 P.M., Tuesday, June 10, 2025**. Questions received after this deadline will not be answered.

RFP SCHEDULE

RFP Released:	May 16, 2025
Final Day for Written Questions:	June 10, 2025
Town Response to Questions:	June 13, 2025
Proposals Due:	June 16, 2025
Interviews (if deemed necessary):	Week of June 23, 2025
Award:	July 8, 2025 (anticipated)

ABOUT THE TOWN

The Town of Elizabeth, incorporated in 1890, operates under a Council-Manager form of government, and is a Statutory Town. With a population of approximately 3,300 Elizabeth is a small community situated in Elbert County. The Town continues to see residential and commercial growth, with an anticipated population of over 5,000 by 2028.

The Town provides the following services: police, municipal court, code enforcement, public works, planning and zoning, building services, general governmental services, parks management, water, and wastewater. The Town currently employs twenty-eight (28) staff members and is currently considered “fully staffed” except for a Community Development Director. Additional positions in public safety and public works are anticipated over the next several years.

The Town's staffing is strongly influenced by the nearby communities of Castle Rock, Parker, Aurora, Centennial, and the Denver Tech Center. Labor in the area is considered fluid with a considerable amount of turnover within the Town's organization to obtain similar or equivalent positions in nearby communities which offer higher pay and benefits.

SCOPE OF WORK

The Town of Elizabeth has a current pay grade structure and has previously evaluated the placement of existing jobs within reference positions. Through hiring practices, adjustments to compensation, and merit increases, it is anticipated that some positions may fall outside the current grade structure. The scope of this project is to define up to ten (10) new positions and review market shifts for the existing twenty-eight (28) positions.

A pay equity analysis will be conducted to determine and document compliance with Colorado's Equal Pay for Equal Work Act and any other applicable guidelines. This will identify any potential inequities and research and identify any valid differences based on legal compensable factors. The consultant may recommend broader organizational policies or procedure changes if needed to ensure ongoing compliance. The consultant will evaluate all current staff members at the time the reports are pulled for the analysis.

The consultant will prepare a written report outlining the market findings and resulting recommendations. This report will be made available to the Elizabeth Board of Trustees, in writing, and will be presented in person to the Board of Trustees at a mutually agreeable time. The consultant will work with the Finance Officer, Town Clerk, and Town Administrator as necessary to complete all aspects of the study and analysis.

REPORTING REQUIREMENTS

Following the completion of the study, the consultant shall issue:

1. All data used to define the market, analyze the market, determine job placement within the pay structure, and general recommendations for employee placement. This is to be provided in a Microsoft Excel workbook.
2. A letter to management containing comments on method, scope, findings, recommendations, and any other comments deemed pertinent by the consultant regarding the completion of the study, recommended pay ranges, market competition, peer organizations, and any other material matters.
3. The consultant shall formally present the study and its findings to the Elizabeth Board of Trustees on the night the Board of Trustees accepts the study report and at any other meetings with Council as may be necessary. The scope of pricing shall include one (1) on-site visit for the formal presentation to the Board of Trustees.

4. A pay equity analysis document is to be retained by the Town for compliance with the Act. This document shall include any findings and recommendations for remediation if required.

GENERAL REQUIREMENTS

- Incurring Cost: There is no expressed or implied obligation for the Town of Elizabeth to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- Amended Proposals: A Firm may amend their submitted Proposal before the deadline for submission. An amended Proposal must be a complete replacement for a previous submittal and must be clearly identified as such in the transmittal letter.
- Firm's Rights to Withdraw Proposal: Firms may withdraw their Proposal at any time.
- Period of Offer: Responses to this RFP, including the rate schedule, will be considered for a minimum of ninety (90) days after the due date for the Proposals.
- Disclosure of Submittal Contents: Proposals will be kept confidential until a contract is awarded. Once awarded, all proposals and documents pertaining to all Proposals will be open to the public, except any financial information that is marked **CONFIDENTIAL**.
- Terms and Conditions: Firms must include with their Proposals a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with the Town.
- Contract Deviation: Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the Town and the selected Firm and shall not be deemed an opportunity to amend the Firm's submittal.
- Qualifications: The Town may make such investigations as necessary to determine the ability of the Firm to adhere to the requirements specified within this RFP.
- Right to Waive Minor Irregularities: The Town reserves the right to waive minor Proposal irregularities.

ASSISTANCE TO BE PROVIDED TO THE CONSULTANT

The Town of Elizabeth does not maintain a separate Human Resources Department; however, all employment records and files are maintained by the Town Clerk. In addition, the traditional roles supported by a Human Resources Department are supported by the Finance Officer and the Town Administrator. All three (3) personnel will be available during the study and analysis to assist the

firm in providing information, documentation, budget, and explanations. The consultant will work collaboratively with these Staff members to achieve the objects of the Town.

REPORT PREPARATION:

The consultant shall provide all recommendations, revisions and suggestions for improvement to the Finance Officer. A report, including a draft final summary report(s) shall be delivered to the Finance Officer, preferably by **October 1, 2025**.

The Town Administrator will complete their review of the draft report as expeditiously as possible. During that period, the consultant should be available for any meetings that may be necessary to discuss the reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Officer within five (5) working days.

PROPOSAL REQUIREMENTS

Proposals should be submitted to the following address:

Emailed to: hbruce@townofelizabeth.org

If electing to submit hard copy proposals instead, deliver one (1) hard copy and one (1) digital copy to:

Town of Elizabeth
Attn: Finance Officer Hannah Bruce
151 South Banner Street
P.O. Box 159
Elizabeth, Colorado 80107

A. PROPOSAL REQUIREMENTS

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake a compensation study and equity analysis of the Town of Elizabeth in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to this engagement. It should also specify an approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the sealed cost proposal). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the following items must be included, as they represent the criteria against which the proposal will be evaluated.

1. Independence. The firm should provide an affirmative statement that it is independent of the Town of Elizabeth and any of its employees as defined by applicable standards. In addition, the firm shall give the Town of Elizabeth written notice of any professional relationships entered into during the period of their engagement that may affect their independence from the Town.

2. Firm Qualifications and Experience. The firm should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed on this project. If the firm uses subcontractors, the qualifications of each subcontractor should be separately identified and portion of the audit work that will be subcontracted should be identified, if applicable.

If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal auditor, should be noted, if applicable.

If selected, the firm shall provide proof of workers' compensation insurance as well as proof of professional liability (errors & omissions) insurance of at least one million dollars (\$1,000,000) of coverage.

3. Partner, Supervisory and Staff Qualifications and Experience. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Study personnel may be changed at the discretion of the firm, provided replacements have substantially the same or better qualifications or experience than the personnel they are replacing.

4. Prior Engagements with the Town of Elizabeth. List separately all engagements within the last five (5) years with the Town of Elizabeth.

5. Similar Engagements with Other Government Entities. List engagements performed in the last five (5) years which are like the engagement described in this request for proposal.

6. Specific Methodology. The proposal shall include a work plan, including an explanation of the study and analysis methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference should be made to sources of information for market analysis.

Firms will be required to provide the following information on their approach:

- a. Proposed segmentation of the engagement (The Town's preference is for work commencing in **July 2025**). Substantial completion required by **October 1, 2025**.

- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Approach to be taken to gain and document an understanding of the Town of Elizabeth's pay philosophy.
- d. The firm's preferred approach to determining a defined market (this will be finalized at the discretion of the Town).
- e. The methodology used to compare positions to the defined market.

B. COST PROPOSAL

The cost proposal should contain all pricing information related to performing the study and analysis as described in this request for proposal. The total all-inclusive maximum price to be bid on is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town of Elizabeth will not be responsible for expenses incurred in preparing and submitting the technical proposal or the cost proposal. Such costs should not be included in the proposal. The cost proposal should include the following information:

- a. The name of the firm.
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Town of Elizabeth.
- c. Schedule of professional fees and expenses if there are any possible additional charges.
- d. Manner of payment, including requirement for progress payments.

C. EVALUATION PROCEDURES

Evaluation of proposals will be done in accordance with the criteria and procedure defined herein. The following parameters will be used to evaluate the submittals (with weighted values): The rating scale shall be from 1 to 5 with 1 being a poor rating, 3 being an average

Evaluation Criteria

Weighting Values	Qualification	Standard
30%	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project?

30%	Firm Capability & Reputation	Does the firm have the resources, financial strength, capacity and support capabilities required to complete the study and analysis? Has the firm successfully completed previous work of this type and scope? Are sufficient people of the requisite skills and qualifications assigned to the project?
20%	Cost	Does the cost compare favorably with the Project Manager's estimate and other proposals?
20%	Schedule	Are there any exceptions to the schedule outlined for completion of phases of the work to be performed?

Review of Proposals

The Selection Committee, which will be made up of members of Town Staff, will review and evaluate the proposals. The Selection Committee will rank each proposal based on the **Evaluation Criteria** listed above.

The Town of Elizabeth reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. During the evaluation process the Town of Elizabeth reserves the right, where it may serve the Town of Elizabeth's best interest, to request additional information or clarifications from the firms, or to allow corrections of errors or omissions. During the evaluation process, the Town may, at its discretion, request that eligible firms make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Town may have regarding a firm's proposal. Not all firms may be asked to make such oral presentations.

FINAL SELECTION

It is anticipated that a firm will be selected by the Board of Trustees on or about **July 8, 2025**. Following notification of the firm selected, it is expected that a contract will be executed between both parties on or about **July 9, 2025**. (A draft of the proposed *Professional Services Agreement* is attached hereto as **Exhibit A**.)

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Elizabeth and the firm selected. The Town of Elizabeth reserves the right to reject any or all proposals.