

CITY OF RADFORD

VIRGINIA



Request for Proposal (RFP) # 2017-HR-01

For

Classification and Compensation Study

Issue Date: February 1, 2017

Proposal due Date and Hour: February 27, 2017 – 4 p.m.

**City of Radford
Human Resources Department
10 Robertson Street
Radford, VA 24141**

TABLE OF CONTENTS

Request for Proposal # 2017-HR-01

Classification and Compensation Study

SECTION	PAGE
I. PURPOSE	3
II. BACKGROUND	3
III. STATEMENT OF NEEDS	3
IV. PROPOSED SCHEDULE	5
V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	6
VI. EVALUATION CRITERIA	11
VII. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS	11
VIII. GENERAL TERMS	13
IX. SPECIAL TERMS	19
X. INVOICES AND METHOD OF PAYMENT	19
XI. PRICING PLAN	19
XII. ATTACHMENTS	
Attachment A: Pricing Plan	21
Attachment B: Vendor Data Sheet	22
Attachment C: State Corporation Commission Form	23
Attachment D: Current Classification Schedule & FY 2017 Pay Scale	24

CITY OF RADFORD, VIRGINIA

RFP # 2017-HR-01

ISSUE DATE: February 1, 2017

Classification and Compensation Study

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to:

Patricia Cox, CPA, PHR, Director of Finance & HR, Phone: (540) 731-3614; faxed to 540-731-3699, or e-mail: Patricia.Cox@Radfordva.gov

DUE DATE: Sealed Proposals will be received until February 27, 2017 up to and including **4:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **City of Radford Human Resources Department, 10 Robertson Street, Radford, VA 24141**. Reference the Due Date and Hour, and RFP number in the lower left corner of the envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request for Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)	Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name/DBA Name/TA Name and Address	Payment Address	Purchase Order Address
Contact Name/Title	Signature (Ink)	Date
Telephone Number/Fax Number	Toll Free Number	Email Address

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit unsealed proposals to establish a contract through competitive negotiation for the purchase of a classification and compensation study for the City of Radford, Virginia herein after referred to as “City”.

II. BACKGROUND

The City is located in the New River Valley between the Appalachians and Blue Ridge Mountain range. The City is governed by an elected City Council and City Manager who is the Chief Executive Officer. The City has a population of 17,403.

The City of Radford’s last classification/compensation study was performed in 2004. However, updates have been made for new positions, as well as positions that had significant changes to essential functions and job competencies and to address pay compression. The City has a single pay structure consisting of 30 pay grades, to which all full time City positions are assigned. Each grade has a minimum, mid-point, and maximum level. There is 5% between grades and the maximum for each grade has grown from 50% to 57.58% of the minimum. The current classification schedule and pay scale are included in Attachment D. The FY 2017 budget for wages that are part of the City’s classification/compensation plan is \$9.4 million. This includes a 2% COLA that was implemented at the end of November 2016. The minimum for each grade was increased by 1% but the maximum for each grade was increased by 2%.

CURRENT SYSTEM

The current system consists of 110 classifications; 100 full-time; and 10 part-time employees.

III. STATEMENT OF NEEDS

The City of Radford is seeking a qualified human resources consulting firm to prepare an evaluation of the City’s current classification and compensation plan. The City is requesting a full job analysis of City positions. Existing job descriptions may be revised or new job descriptions prepared based upon the findings of the job analysis. The City is also interested in surveying the local labor market to ensure that the City’s overall package of compensation is competitive. The City is also requesting development of a revised compensation structure and assignment of positions within the new structure and implementation costs of said structure and a job classification system for assigning new positions to the compensation plan. The City requests the review of current human resources policies/practices that could affect the City’s ability to compete in the labor marketplace also be evaluated.

A. Summary

Offerors must demonstrate how the following important tasks will be performed.

1. Job Analysis
2. New / Revised Job Descriptions

3. Market Analysis – Compensation
4. Development of New Pay Scale
5. Job Classification system for assigning new positions to compensation plan
6. Policy Recommendations for Future Adjustments
 - a. Promotions
 - b. Career Development
 - c. Re-classifications
 - d. Demotions

In addition to the detailed discussion below, proposers should reference Section V. Proposal Preparation and Submission Instructions of this solicitation.

B. Detailed Discussion

1. Job Analysis

The consultant will provide detailed job analysis for each position currently identified in the City's classification system. The job analysis should include survey forms and interviews with select employees, either individually or in groups.

Proposals should include copies of job analysis survey forms, as well as a description of the methodology of the firm for job analysis.

2. New / Revised Job Descriptions

As part of the deliverables for this project, the consultant will provide new or revised job descriptions for each City position in the City's classification system. This will include new job titles. New job descriptions will need to provide excellent information to potential job applicants, including information necessary to evaluate potential accommodations under the Americans with Disabilities Act.

Proposals should include a sample job description prepared by the firm for another public sector client.

3. Market Analysis / Compensation

The City would like a market analysis performed for the City's positions. The City would also like to survey private entities to the extent that they would be willing to share information on compensation and classification.

Proposals should include a discussion of market analysis methodology for the City, including applicable examples from other public sector clients.

4. Development of a Recommended Pay Scale

The City's current pay scale is based on a minimum, midpoint, and maximum. The City does not

use incremental steps.

The consultant shall include as a deliverable a new pay scale and a new assignment of positions to grades within the pay scale. Generally speaking, the City is interested in pay scales that align the midpoint of the grade with the current “market” rate. The Consultant will also work with City staff to develop policy and market adjustment recommendations and options for implementation.

5. Job Classification System

The consultant will develop a job classification system for objectively and accurately defining and evaluating the duties, responsibilities, tasks, and authority level of a job. The classification system should assign points to evaluate job components to determine the relative value of a particular job to other jobs. The job classification system should create parity in job titles, consistent job levels within the organization hierarchy, and salary ranges that are determined by identified factors. An evaluator should be able to use a job evaluation instrument or questionnaire to appropriately assign points to properly place the job in the City’s compensation plan.

6. Policy Recommendations for Future Adjustments

The Consultant should evaluate the City’s pay policies and practices for pay adjustments. This evaluation will include recommendations concerning ongoing pay adjustments, ongoing pay scale maintenance, future market adjustments, demotions, and promotions.

In addition, the Consultant should provide the City with recommendations, made in the context of the recommendations of the pay scale, regarding career development for entry-level jobs with employees.

Proposals should include examples of career development policies that have been developed or recommended by the Consultant to clients similar to the City.

IV. PROPOSED SCHEDULE

Schedule	Date
RFP issuance	February 1, 2017
Deadline for proposers to ask questions	February 15, 2017
Deadline for City’s response to questions	February 21, 2017
Proposals due	February 27, 2017 @ 4 p.m.
Anticipated contract award	March 13, 2017
Notice to Proceed	March 15, 2017
Draft Report	May 15, 2017
City Council Briefing	June 12, 2017
Final Report	June 30, 2017

Please note that these dates are approximate, and that the City and the Consultant may mutually agree to amend this schedule.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. Proposal Requirements

In order to be considered for selection, Offerors should submit a complete response to this RFP. **One (1) original and four (4) hard copies of each proposal and one (1) electronic copy (CD, DVD or removable drive) of each proposal must be submitted to the City by the due date and time. Any proposals received at the specified location after the deadline will not be considered and shall be returned unopened.**

The Offeror shall make no other distribution of the proposal.

It is the Offeror's responsibility to ensure that proposal packages are received by the time and date indicated at the appropriate location. Refer to the cover page of this document for the deadline and for the address.

1. Proposal Preparation

An authorized representative of the Offeror must sign any submitted proposal. All required information should be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of proposal. **Failure to submit all required information may result in a lowered evaluation score of the proposal.** Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Offeror is responsible for all costs of proposal preparation. The City is not liable for any costs incurred in preparing a response to the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements.

Other proposal format requirements include:

- a. The entire proposal response shall be signed and filled out as required. The entire RFP, with signature page, must be included in the ORIGINAL proposal and the ELECTRONIC copy of the proposal. Additional copies must include the signed cover page, but need not include the remainder of the original RFP. See Section IV, entitled "Proposal Preparation and Submission Instructions," Item B, entitled "Specific Proposal Submission Instructions" for submittal requirements.
- b. No font smaller than 12 point.
- c. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they should be folded into the overall proposal and used sparingly.)

d. All pages should be numbered.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

The **signed** proposal and required number of copies must be returned in a separate envelope, box, or other sealable package, and identified as follows:

Vendor Name
Street or Box Number
City, State, Zip Code

Send to: City of Radford
Human Resources Department
ATTN: Patricia Cox
10 Robertson Street
Radford, VA 24141

In left bottom corner include:
RFP #: 2017-HR-01
RFP Title: CLASSIFICATION AND
COMPENSATION STUDY
Due Date: As noted on cover page
Time: As noted on cover page

If a proposal is mailed, the Offeror takes the risk that the envelope, box, or other sealable package, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals delivered that require an “Additional Postage Due” payment shall not be accepted.

Unsealed proposals may be hand delivered to the designated location in the office issuing the solicitation.

No other correspondence or other proposals should be placed in the envelope, box, or other sealable package.

2. Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Purchasing Agent whose name appears on the face of the solicitation no later than ten (10) working days before the due date. All inquiries must be submitted in writing to Patricia Cox, via email, at Patricia.Cox@radfordva.gov. Please include “RFP # 2017-HR-01” in the subject line of the message.

Any revisions to the solicitation will be made only by addendum issued by the Director of Finance & HR and will be posted on the City's website, www.radfordva.gov and the state procurement website at www.eva.virginia.gov. No other notification will be made.

3. Proprietary Information

All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. You cannot mark pricing information as confidential. If the City cannot tell which **specific** parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal is public information and the City will release it in response to a valid records request, in accordance with the timelines specified in § 2.2-4342(D).

The classification of the entire proposal document and/or total proposal prices as proprietary or trade secrets is not acceptable.

4. Oral Presentation

Offerors who submit proposals in response to this RFP may be required to present an oral presentation of their proposal. An oral presentation may provide an opportunity for the Offeror to clarify or elaborate on their proposal submittal. If held, the City will schedule the time and location of these presentations. If the Offeror is selected to give an oral presentation, such Offeror may be requested to provide additional copies of their proposal at that time.

Oral presentations are an option and may or may not, be conducted. Therefore, proposals must be complete.

B. Specific Proposal Submission Instructions

Proposals should be as thorough and detailed as possible so that the Proposal Evaluation Team can properly evaluate the Offeror's capabilities to provide the required services. Offerors are strongly advised to provide a model for the City's evaluation purposes that represents their solution to all requirements depicted in the RFP, and which is complete, comprehensive, simple and easy to understand. Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

TAB 1: RFP and Addenda

The complete RFP (without attachments) signed and filled out as required. Also, include an original signed copy of any future addenda to this RFP that may be issued.

TAB 2: Methodology

Offerors shall submit a comprehensive proposal that convincingly and realistically depicts all of their capabilities, qualifications, resources, plans, and processes, which can successfully enable the fulfillment all of requirements depicted in Section II, entitled “Statement of Needs.” At a minimum, an Offeror should address in separate and distinct sections, each of the following topics to describe the company’s approach for providing the goods and/or services and each of the requirements, in addition to specifically addressing the following:

1. Describe your firm’s approach to provide a solution for the City’s requirements as described under Section II, entitled “Statement of Needs” for job analysis and new/revised job descriptions, market analysis – compensation and benefits, development of recommended pay scale and recommendations for future adjustments.
2. Discuss your plan for conveying changes

TAB 3: Qualifications and Experience of Offerors

Describe your firm’s background, experience, and qualification related to this type of project that should include, but not be limited to, the following:

1. Organizational Structure

- a. Provide a detailed written narrative statement of the firm’s organizational structure and history, locations, including the principals and their background.
- b. If the company is a wholly-owned subsidiary of a ‘parent’ company, then it must provide all information required on both firms.
- c. Include the legal name and address and the legal form of company (partnership, corporation, joint venture, etc.)
- d. If proposing in a joint venture, then identify all members of the joint venture and provide all information required within this section for each member of the venture.
- e. In all cases, provide addresses of affiliates, subsidiaries or satellite service locations that will be used to support this project.

2. Demonstrated Knowledge and Experience

- a. Provide a detailed narrative describing the firm’s qualifications and background in providing these types of goods and services.
- b. Describe specialized experience in the type of services required in the Statement of Needs and current tasks, along with demonstrated knowledge and experience in the services outlined herein.

- b. Describe your firm’s experience analyzing and designing a similar solution and providing these services described herein for other identified clients of comparable size or larger, listing Virginia contracts first.

3. Litigation

Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an explanation and indicate the current status or disposition, not to exceed two (2) pages.

TAB 4: References

Provide a minimum of three (3) references. Preferably, these references would have active accounts maintained over the past two (2) years. Include contact information, phone number and email address of current contacts. See Attachment B, entitled “Vendor Data Sheet.”

TAB 5: Quality and Support

1. Discuss service breadth and variety offered.
2. Discuss plans for problem solving, response time to support issues and methodology for resolutions.
3. Provide contact information for key representatives assigned to the City during the contract period to include principals.

TAB 6: Proposed Price Plan

The City will evaluate pricing proposals for award purposes based on the pricing provided in Attachment A, Pricing Plan.

TAB 7: Attachments

Include attachments required in the RFP as outlined:

1. Attachment A: Pricing Plan to be included in Tab 6 “Proposed Price Plan”.
2. Attachment B: Vendor Data Sheet to be included in Tab 4 “References”.
3. Attachment C: State Corporation Commission form to be included in this section.

TAB 8: Appendices, Data and Other Submissions

Include any other appendices, data and other information necessary to support your proposal.

VI. EVALUATION CRITERIA

The Director of Finance & HR will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation score. **Failure to meet all mandatory requirements may result in a reduced evaluation score of up to 10% of the total available points.** Factors upon which proposals will be evaluated include:

	Evaluation Criteria	Point Value
1.	Conformance of the proposal to the RFP	25
2.	Demonstrated understanding of the RFP	25
3.	Experience and Qualifications of the Offeror	100
5.	Pricing Plan	<u>50</u>
	TOTAL	200

VII. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS

The following requirements and qualifications are **MANDATORY** and pertain to the solicitation only. Compliance will determine if Offeror may be deemed eligible for award.

1. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
2. **MANDATORY USE OF CITY FORM AND TERMS FOR RFPs:** Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the Standard Terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
3. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror's response.** The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.
5. **VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
6. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the City website, www.radfordva.gov, and the eVA VBO (www.eva.virginia.gov) for a minimum of ten (10) days.
7. **AWARD:** Selection shall be made of one (1) Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to the Offerors as follows: It is the intent of the City to issue an award to the highest ranking Offeror. The City reserves the right to make awards, for any goods or services, depending upon the capabilities and benefits described in any Offeror's proposal, and as the City deems in its best interest. Such decision shall be based upon the City's sole and exclusive judgment.

The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to Offeror(s). The award

document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

8. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, ORDERS AND CONTRACTS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates purchasing activities in the City. The eVA portal is the gateway for vendors to conduct business with public bodies. All vendors desiring to provide goods and/or services to the City shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

VIII. GENERAL TERMS

These are mandatory and non-negotiable terms applicable to any contract awarded under this procurement.

- A. **Authorization to do Business in Virginia.** Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.
- B. **Relation to City.** Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.
- C. **Prime Contractor and Subcontractors.** Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate

supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the Director of Finance & HR. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the Director of Finance & HR.

- D. **Modifications.** Only the City Manager or Director of Finance & HR may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term.

Contractor shall not require any employee or agent of the City other than the City Manager or Purchasing Agent to execute any additional contract, license, or other agreement pertaining to this contract.

- E. **Freedom of Information Act.** All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).
- F. **Audit.** Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.

- G. Ethics in Public Contracting.** Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- H. Immigration.** Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.2-4308.2. Contractor will provide the City with a copy of their E-Verify “Maintain Company” page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.
- I. Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.

Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

- J. Drug-Free Workplace.** Contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this

section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

- K. Payments.** Contractor must provide its federal employer identification number and Form W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor's federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days will accrue 1% interest per month. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment.

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City's determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

- L. Subcontractor Payments.** Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

- M. **Non-appropriation.** Appropriations lapse at the end of each fiscal year. However, the subsequent year's budget will be amended by Council to reappropriate capital projects at year end, grants in process at year end, as well as any encumbrances at year end.
- N. **Indemnification.** Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.
- O. **Insurance.** Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.
- a. Workers' Compensation—as required by law.
 - b. Employer's Liability--\$100,000.
 - c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.
 - d. Automobile Liability -- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.
 - e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.
- P. **Licensing.** Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.
- Q. **Assignment.** Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.
- R. **Choice of Law, Venue.** This contract is governed by Virginia law. The Circuit Court of Radford, Virginia is the exclusive venue for any litigation regarding this contract.
- S. **Claims.** Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.

T. **Dispute Resolution.** The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Radford. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Radford Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.

U. **Default.** The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

V. **Remedies.** If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.

W. **Termination.** The City may terminate this contract for any reason upon 30 days notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination.

The parties can agree to terminate this contract at any time.

X. **Severability.** If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.

Y. **Strict Performance.** The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

IX. SPECIAL TERMS

1. **Liquidated Damages.** The City will incur actual damages if Contractor fails to perform its responsibilities under the contract as scheduled. It would be impractical to determine the actual amount of these damages. The parties agree that \$100 per day is the best estimate of the damage that would be incurred by delayed performance under the contract. This is the City's exclusive monetary remedy for delay by the Contractor.
2. **Cooperative Procurement.** Public bodies other than the City of Radford may purchase goods and services from Contractor under the terms of this contract, under Virginia Code § 2.2-4304.
3. **Confidentiality.** Contractor will hold confidential any information provided by the City under this contract. Contractor will not disclose this information to any third party, during or after the term of this contract, unless required to do so by valid court order or subpoena.
4. **eVA Business to Government Vendor Registration, Contracts, and Orders.** Contractor will register for Virginia's electronic procurement portal at eva.virginia.gov. This contract will result in **one (1) order** with the following eVA transaction fee, which Contractor shall pay:
DSBSD-certified small businesses, 1%, capped at \$500 per order; all other businesses, 1%, capped at \$1,500 per order. The vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after a purchase order is issued; these invoices are due 30 days after the date of the invoice. Any adjustments will be handled through purchase order changes.

X. INVOICES AND METHOD OF PAYMENT

Details regarding Invoices and Methods of Payment are discussed in Section VII. General Terms, K. Payments.

XI. PRICING PLAN

The City will evaluate pricing proposals for award purposes based on the pricing provided in Attachment A, Pricing Plan.

Consideration will also be given to the methodology behind providing the City with the best solution possible.

XI. ATTACHMENTS

Attachment A – Pricing Plan

Attachment B – Vendor Data Sheet

Attachment C – State Corporation Commission Form

Attachment D - Current Classification Schedule & FY17 Pay Scale

ATTACHMENT A.
Pricing Plan

Comprehensive price to provide a classification and compensation study for the City of Radford as described in Offeror's proposal response to RFP # 2017-HR-01.

Proposed Price \$ _____

Offeror Name: _____

Title: _____

**ATTACHMENT B.
Vendor Data Sheet**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:
Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: _____

5. References: Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____
Dates of Service: _____ \$ Value: _____

 - B. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____
Dates of Service: _____ \$ Value: _____

 - C. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____
Dates of Service: _____ \$ Value: _____

 - D. Company: _____ Contact: _____
Phone: _____ Fax: _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

**ATTACHMENT C.
State Corporation Commission Form**

This form must be returned with response to solicitation.

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out of state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature:

Date: _____

Name:

Print

Title:

Name of Firm: _____

ATTACHMENT D.

Current Classification Schedule and FY 2017 Pay Scale

**CITY OF RADFORD, VIRGINIA
SCHEMATIC LIST OF CLASSES**

<u>Position Title</u>	<u>Code</u>	<u>Grade</u>
Administrative Assistant	1031	10
Senior Administrative Assistant	1041	12
Public Information Coordinator	1072	10
Legal Secretary	1091	10
Human Resource Director (currently combined with Fin Dir)	1140	26
HR/Benefits Coordinator (currently combined with PR Tech)	1145	14
Assistant City Manager	11__	29
Community Development Director	1130	14
Transit Coordinator (currently combined with Com Dev Dir)		
Director of Technology (currently combined with Dir of Econ Dev)		
Information Technology Coordinator (currently combined with Instrum/SCADA Tech)		
Network Administrator	1211	16
GIS Coordinator	1213	14
Customer Service Representative	1311	9
Utility Billing Supervisor	1350	17
Meter Reader	1371	6
Accounting Clerk	1411	8
Accountant	1413	10
Payroll Technician (currently combined with HR/Benefits Coor)	1431	9
Assistant Finance Director	1450	20
Director of Finance (currently combined with HR Dir)	1490	26
Cashier	1511	7
Delinquent Accounts Clerk/Cashier	1531	9
Code Enforcement Officer	2131	13

Building Official	2151	19
Director of Economic Development	2290	22
Tourism Director	6354	14
Registrar	RGST	19
Engineering Technician	2331	12
Civil Engineer	2390	25
Housing Administrator	2451	12
Juvenile Crime Control/CSA Coordinator	2551	14
Custodial Worker (currently a PT position)	3011	3
Sanitation Worker I	3111	4
Sanitation Worker II	3121	5
Sanitation Equipment Operator	3151	7
Landscape Specialist	3209	8
Laborer I	3211	4
Laborer II	3221	5
Maintenance/Construction Worker	3231	5
Water Meter/Line Locator Technician	3241	7
Motor Equipment Operator	3251	7
Crew Supervisor	3261	11
Senior Crew Supervisor } want to combine	3271	12
Water/Wastewater Director	3291	18
Equipment Mechanic	3311	9
Lead Equipment Mechanic	3331	13
Garage Supervisor	3351	16
Public Works Superintendent	3491	22
Utility Maintenance Technician	3511	8
Water Plant Operator Trainee	3611	7
Water Plant Operator III	3621	9
Water Plant Operator II	3631	11
Water Plant Operator I	3641	13
Laboratory Technician/Operator I	3635	13
Chief Water Plant Operator	3661	15
Cross Connection Inspector	3681	17
Water Treatment Plant Supervisor	3691	19

Customer Services Technician	4231	15
Electrical Engineer	4251	18
<u>Position Title</u>	<u>Code</u>	<u>Grade</u>
Instrumentation/SCADA Technician	4271	20
System Mapping Technician	4272	11
Ground Technician	4311	11
Line Technician I	4331	13
Line Technician II	4341	15
Chief Line Technician	4361	21
Electric Operations Supervisor	4431	23
Electric Civil Engineer	4531	18
Sr Electric Dept Engineer	4550	24
Assistant Director of Electric Utility	4750	25
Director of Electric Utility	4790	28
Library Technician	5111	10
Library Technology Services Coordinator	5151	15
Youth Services Librarian	5220	16
Library Director	5290	22
Property Maintenance Worker	6111	4
Athletic Fields Specialist	6151	6
Facilities and Grounds Supervisor	6191	11
Recreation Facility/Senior Center Attendant	6211	7
Gymnasium/Athletic Supervisor	6331	9
Athletic Program Coordinator	6351	12
Recreation/Fitness Activities Supervisor	6431	10
Recreation Program/Special Events Coordinator	6451	12
Director of Parks and Recreation	6490	22
Animal Control Officer	7111	11
Parking Enforcement Officer (currently a PT position)	7211	6
Records System Manager	7311	8
Communications Officer	7351	9
Senior Communications Officer	7371	11
Accreditation Coordinator	7390	13
Police Officer	7511	12
Senior Police Officer	7521	13
Master Police Officer	7532	14
Police Corporal	7541	15

Police Sergeant	7551	16
Police Lieutenant	7571	18
Deputy Chief	7685	24
<u>Position Title</u>	<u>Code</u>	<u>Grade</u>
Chief of Police	7690	26
Fire Engineer	8111	10
Fire Engineer/Inspector	8131	12
Fire Lieutenant	8189	13
Fire Captain	8151	18
Fire Chief	8190	25

Part Time Positions

Library Page	Library Clerk	Assistant Registrar
Control Desk Supervisor	Instructor (Rec)	Park Aide
School Crossing Guard	Kennel Attendant	
City Clerk (currently combined with Pub Info Coor)		

**City of Radford, Virginia
Salary Schedule FY 2017
(effective 11/26/16)**

	<u>Minimum</u>	<u>Mid-Point</u>	<u>Maximum</u>
1	21,989	28,320	34,650
2	23,090	29,737	36,383
3	24,244	31,223	38,201
4	25,454	32,783	40,112
5	26,728	34,423	42,117
6	28,066	36,144	44,222
7	29,468	37,952	46,435
8	30,941	39,849	48,756
9	32,488	41,841	51,194
10	34,112	43,933	53,754
11	35,819	46,130	56,440
12	37,610	48,437	59,264
13	39,490	50,858	62,226
14	41,465	53,402	65,338
15	43,538	56,071	68,604
16	45,715	58,875	72,035
17	48,001	61,819	75,636
18	50,400	64,909	79,418
19	52,920	68,154	83,388
20	55,567	71,563	87,558
21	58,345	75,141	91,936
22	61,262	78,897	96,533
23	64,324	82,841	101,359
24	67,540	86,984	106,427
25	70,918	91,333	111,749
26	74,464	95,900	117,336
27	78,187	100,696	123,204
28	82,097	105,730	129,363
29	86,201	111,016	135,831
30	90,511	116,567	142,623

