



# REQUEST FOR PROPOSALS

## CLASSIFICATION AND COMPENSATION STUDY

**RFP No: 12-017-BL**

**May 25, 2012**

**County of Gloucester  
Central Purchasing Office  
Building One – 1<sup>st</sup> Floor  
6467 Main Street  
Gloucester, VA 23061**

**Phone: (804) 693-1210 Fax: (804) 693-0061**

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, Building One – 1<sup>st</sup> Floor, 6467 Main Street, Gloucester, Virginia 23061, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

**Scope of Work:** The purpose of this RFP is to establish a contract with a qualified consultant to conduct a classification and compensation study for Gloucester County.

**Proposals Due:** **June 19, 2012 by Close of Business**

**Contract Officer:** \_\_\_\_\_

*Bill Lindsey*  
*Bill Lindsey CPPO, C.P.M., Purchase Manager*

**ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED**

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **FAX No.:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Fed. Tax ID #):** \_\_\_\_\_ **Business License No.** \_\_\_\_\_ **Jurisdiction:** \_\_\_\_\_

**Virginia State Corporation Commission I. D. Number:** \_\_\_\_\_ (Required for Award)

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building One – 1<sup>st</sup> Floor, 6467 Main Street, Gloucester, VA at no charge. The RFP may also be downloaded at [www.gloucesterva.info/purch](http://www.gloucesterva.info/purch) on the Central Purchasing website.

Inquiries regarding this solicitation should be directed **by email** to Bill Lindsey, CPPO, C.P.M., Purchase Manager at [blindsey@gloucesterva.info](mailto:blindsey@gloucesterva.info).

## GENERAL TERMS AND CONDITIONS

1. **Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Anti-Discrimination:** By submitting their proposal, offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:
  - a. During the performance of this contract, the Contractor agrees as follows:
    1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - b. The Contractor will include the provisions of "1" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
3. **Ethics in Public Contracting:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.
4. **Immigration Reform And Control Act Of 1986:** By submitting their proposal, offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).

5. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
7. Mandatory Use of County Forms and Terms and Conditions: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the offer. Modification of or additions to any portion of the solicitation may be cause for rejection of the offer; however, the Purchasing Manager reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a offer as nonresponsive. As a precondition to its acceptance, the Purchasing Manager may, in his/her sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
8. Clarification of Terms/Addenda: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums may also be on the Central Purchasing website at [www.gloucester.info/purch](http://www.gloucester.info/purch). It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer.
9. Payment: A. Payment terms shall be Net 30 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the low offer. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
10. Drug Free Workplace: During the performance of this contract, the 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
11. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 22-12 of the *Code of Gloucester County, Virginia*.
12. Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

13. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror's Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.
14. Late Proposals: To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after date and hour designated are automatically non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
15. Qualification of Offerors: The Purchasing Manager 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 Purchasing Manager all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Manager further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Manager 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.
16. Additional Information: The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Manager deems desirable. By submitting their bids, bidders certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by the County.
17. Evaluation and Award: Proposals will be awarded based on the criteria so stated in the Request for Proposal. In case of arithmetical errors, the unit price shall govern. The Purchasing Manager reserves the right to reject any proposal in whole or in part, to waive any informality, and to delete items prior to making an award. ref. § 2.2-4319 and § 2.2-4359, *Code of Virginia*. Offerors agree that decisions of the Purchasing Manager are final, and shall hold harmless the County, its departments, directors, employees, and consultants, others involved in solicitation and selection, and the successful provider. The submission of a proposal indicates acceptance of this condition.
18. Award Notices: Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 22-60, *Code of the County of Gloucester, Virginia*. It may also be posted at: [www.gloucesterva.info/purch/results.htm](http://www.gloucesterva.info/purch/results.htm). The County will not mail award notices to unsuccessful offerors.
19. Protest of Award or Decision to Award: Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Manager no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Manager shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in § 22-60, *Code of the County of Gloucester, Virginia*.
20. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
21. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Manager, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

22. Taxes, Fees and Surcharges: Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
23. Cancellation of Contract: The Purchasing Manager reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
24. Contractual Disputes: In accordance with § 22-63, *Code of the County of Gloucester, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Manager. The Purchasing Manager shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Manager's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
25. County Business License: If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All subContractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1100 thru 1117, 58.1-3714 thru 15, 58.1-3703.1 and *Code of the County of Gloucester, Virginia*, Chapter 5, Article V § 5.6, 5.7 thru 5.73, Chapter 10, Article I § 10-8.
26. Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
27. Cooperative Agreement: This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal, if the request for proposal specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Central Purchasing Department of Gloucester County, VA acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors desiring to offer to other jurisdictions under this clause should so indicate in their response.

### **SPECIAL TERMS AND CONDITIONS**

1. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. For construction contracts, if any subContractors are involved, the subContractor will have workers' compensation insurance in accordance with § 2.2-4332 and § 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the Contractor and any subContractors will maintain these insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Manager assesses the amount of risk.

#### Minimum Insurance Coverage(s) and Limits Required for most Contracts:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the

number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

- b. Employer's Liability - \$100,000.
  - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
  - d. Automobile Liability - \$1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)
  - e. Professional Liability/Errors and Omissions - \$500,000 – per occurrence. (If required by the contract or Purchasing Manager.)
3. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).
4. Records and Inspection: The offeror shall maintain full and accurate records with respect to all matters covered under the resulting contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate the charges or fees related to this contract. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days notice to the offeror by the County. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the offeror pursuant to this contract or any renewal or extension of the contract. The County's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
5. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the County's Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
6. Final Decision: Any proposing offeror agrees that the decisions of the Board of Supervisors/Gloucester County School Board and/or its designee (the Purchasing Manager) is final and shall hold the County/School Board, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.
7. Questions: Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Contract Officer listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested offerors to communicate concerns during the response period to avoid misunderstandings. Questions received less than seven (7) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be at [www.gloucesterva.info/purch.htm](http://www.gloucesterva.info/purch.htm). No addenda will be issued later than five (5) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of bids or offers. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.

## **GENERAL**

Gloucester County ("County") is interested in receiving proposals from qualified offerors to conduct a comprehensive classification and compensation study which will include an option to provide an annual salary survey to ensure the pay plan remains competitive.

The County's goal is to have a thorough classification and compensation study utilizing accepted practices in the management and design of compensation systems. The County's objectives are:

- To attract and retain qualified workers who will be paid equitable salaries;
- To provide equitable salaries for all workers of the County; and
- To provide the County with a salary structure that enables the County to maintain a competitive position with other governmental entities within a regional geographic area.

It is expected that the study will recommend adjustments to the County's pay plan rules, policies, and salary structure, to allow for appropriate compensation, rectify compression/equity issues along with a total compensation comparison.

## **BACKGROUND**

The County's compensation plan is based on the principles of external and internal compensation equity with salary adjustments based on employee's job performance. Salary ranges may be adjusted and employees may be eligible for a general salary adjustment in accordance with issued policies and guidelines. The County may also periodically provide for salary increases which are based on individual job performance.

It has been eighteen (18) years since the County had an outside consultant perform a classification and compensation study. From 1995 until July 1, 2005, the County's salary schedule consisted of forty (40) grades separated by flat dollar amounts. During this timeframe, in-house staff conducted job analysis and classification studies for each position on a three (3) year rotating cycle. This method was abandoned in July 2005, at which time a job analysis was conducted for select positions and a compensation study was conducted for all positions. On July 1, 2006, a new salary scale was implemented consisting of twenty-seven (27) grades, each separated by six (6) percent. This scale, still in use today, has been adjusted twice since implementation based on benchmark position reviews: Two-percent (2%) on July 1, 2007; and two-point-seven percent (2.7%) on July 1, 2008. A two-percent (2%) Cost of Living Adjustment will be applied to the scale effective July 1, 2012. The County employs approximately three-hundred, seventy-five (375) employees in management, professional, technical, administrative, clerical, and general labor full-time, regular part-time, and non-regular part-time positions (excluding contract and seasonal) in one-hundred, ninety-two (192) Job Classifications.

The County's job analysis and classification studies have been conducted on an "as-needed/as requested" basis. Studies have been conducted on job families, such as law enforcement, and/or individual positions. In some cases, inequities have likely developed between numerous positions.

## **SCOPE OF SERVICES**

This study shall include an examination of the County's classification and compensation system and shall make recommendations for compensation policies, procedures and practices. The development of a comprehensive classification/compensation plan for County employees shall be based upon an objective analysis and evaluation of job content. The study shall be conducted in accordance with generally accepted compensation methods, and applicable federal and state laws. The study is limited to gathering information on pay data and not benefits information.

The overall classification and compensation plan must provide internal equity and yet be competitive in the marketplace in attracting and retaining qualified employees. The study shall include but is not limited to the following:

### **A. Classification Study**

1. Review current classification grade methodology, and propose recommended strategies for Gloucester County.
2. Update and/or create American Disabilities Act ("ADA") compliant job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications, working conditions, license requirements, and standby responsibilities, for classifications as needed.
3. Identify management, supervisory, professional, technical, and general employees, including Fair Labor Standards Act ("FLSA") status (exempt/non-exempt).
4. Compare Position Descriptions Questionnaires to existing job descriptions.
5. Analyze existing internal hierarchy based on job relationships, identify problem areas within the internal hierarchy system, and propose implementation methods to correct identified problems.
6. Identify career ladders for classifications as deemed appropriate.
7. Present proposed recommendations to Human Resources for review prior to making any final classification determinations.

### **B. Compensation Study**

1. Schedule an initial meeting with the County to discuss the process and tasks to be performed to include reasonable dedication of key personnel.
2. Provide weekly progress reports to include data collected.
3. Recommend and identify a market position for Gloucester County.
4. Develop a comprehensive labor market salary survey for the Hampton Roads area that reflects the public sector to include the following localities: City of Newport News, York County, James City County, Isle of Wight County, New Kent County, City of Hampton, City of Poquoson and Gloucester County Public Schools. The offeror and/or the County may also identify other appropriately comparable public entities for review. The market salary will include the following:
  - a. Market salary survey comparison to Gloucester County for each benchmark position for each position by minimum, midpoint, and maximum.
  - b. Prepare cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification.
  - c. Combined average pay plan salary range comparison to Gloucester County for each benchmark position by minimum, midpoint, and maximum.
5. Recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.
6. In addition, to Number 5 above, recommend salary range to include percent spreads between ranges and within ranges for each position based on median and mean salary of comparable cities. Prepare a new salary structure based on the results of the survey and best practices.
7. Recommend implementation strategies including calculating the cost of implementing the study with a phased approach that would be implemented over three (3) years.
8. Provide system documentation and computer formats as approved by the Human Resources staff.
9. Conduct analysis of pay policies and practices and develop recommendations for the ongoing internal administration and maintenance of the proposed classification and compensation plan.

10. Conduct a compression analysis to include any recommendations for implementation.

### **C. Study Conclusion**

1. Prepare a written report of recommendations, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan.
2. Provide instructional information to allow County staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
3. Attend meetings, if requested, throughout the process with employees, the County Administrator, and/or Board of Supervisors to explain the methodology, survey results, and recommendations. The Offeror should budget for two (2) Board Meetings, and at least four (4) meetings with employees.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

The Offeror is requested to submit **one (1)** original (conspicuously marked "ORIGINAL") and **three (3)** complete copies of their written proposal that presents their qualifications and understanding of the work to be performed. Include all information requested, organized in tabbed sections clearly identified in a *table of contents* as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separately bound appendix to the proposal. The following information/documents should be included in the proposal package to be considered **responsive** to the Request for Proposals:

### **A. Agents and Address**

Identify who will be the project manager and key staff assigned if awarded. Provide *resumes* summarizing the qualifications and experience of the individuals who will be conducting the study. Include specific information on the staff's experience with public sector compensation including public safety. Describe successful outcomes.

### **B. Statement of Methods and Procedures**

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

### **C. Structure and Content of Work Product**

Describe how the final work product will be structured and presented upon completion. Include any automated computer or software compatibility information.

### **D. Work Schedule (Deliverables)**

Provide a timeline indicating tasks required and the start and completion dates for each. It is desired that the work will commence as soon as possible after July 1, 2012, and be completed on or before December 1, 2012.

### **E. References**

Include the name, address, telephone number, and email address for contact persons at five (5) other public jurisdictions for which comparable services have recently been rendered. Although public references are desired, private references may also be submitted.

### **F. Cost of Services**

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

## GENERAL REQUIREMENTS

Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the County of Gloucester and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 22-18 (F) of the *Code of Gloucester County, Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

Debriefing: The entire RFP procurement file, including evaluations and justifications of award, will become public information and be available for review only after an award is made. No interviews will be conducted with unsuccessful offerors to explain the contents of the procurement file.

## EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance.

- A. Demonstrated qualifications and capacity of the offeror. This will include: Years in business, service capabilities and experience of the firm in providing compensation and classification studies for public governmental entities. Verification of positive references with other clients will be considered in the evaluation process.
- B. Demonstrated understanding, approach and explanation of the services offered as it relates to the desired outcomes as outlined in the scope of services and the experience to perform.
- C. Demonstrated capabilities of the offeror. This will include proactive business practices and philosophies of contractor to ensure the offeror has the ability to perform, and that the offeror can complete the tasks within the stated timeframe.
- D. Reasonable fee/costs/and/or rates associated with the offered consulting services. Clarity offered in a not to exceed cost.

## EVALUATION PROCESS

Proposals will be evaluated and interviews may be scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in § 22-52 of the *Code of Gloucester County, Virginia*. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews may then be conducted with selected offerors. After interviews and negotiations have been completed, the County will select the offeror, which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the County determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

## AWARD

Award shall be made to the responsible offer whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the request for proposals per § 22-50 of the *Code of Gloucester, Virginia*. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all

information as the County may request. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the County reserves the right to enter into a contract deemed to be in its best interest.

#### **CONTRACT TERM**

It is the County's desire to enter into a lump sum, not-to-exceed agreement with the Consultant. A final report is expected no later than December 1, 2012.

#### **METHOD OF PAYMENT**

The bidder will be paid on the basis of the invoice submitted to the Gloucester County Finance Department after delivery and acceptance by the designated School and/or County representative. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

#### **TRADE SECRETS / PROPRIETARY INFORMATION**

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made.

Please mark one:

- ☐ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- ☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

#### **DIRECT CONTACT**

Direct contact with any County employee, including the Human Resources Department without the expressed permission of the Purchasing Manager, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of the offerors proposal.