



# COUNTY of ROCKINGHAM

20 E. Gay Street  
Harrisonburg, VA 22801

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REQUEST FOR PROPOSAL #17-081717-01

EMPLOYEE COMPENSATION AND CLASSIFICATION STUDY

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

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## **1.0 PURPOSE**

The County of Rockingham, (the County) a political subdivision of the State of Virginia, is seeking proposals from individuals, corporations, partnerships and other legal entities authorized to do business in the State of Virginia, to obtain firm fixed price proposals from qualified firms to:

1. Conduct an employee compensation and classification study of public and private employers who are providing equitable services and,
2. Based on that study, determine if current position/job descriptions need to be updated; and if so assist in the development of these descriptions and,
3. Based on that study, prepare a comparative analysis that identifies the County's competitive position in the labor market and,
4. Provide a recommendation for salaries and salary ranges and,
5. Prepare recommendations for compensation procedures and policies.

Responding firms should have significant experience conducting salary surveys and comparative analyses, preferably involving both public and private employers, but with an emphasis on public sector employers.

## **2.0 BACKGROUND**

As of August 17, 2017, the County had a total of 235 full time employees under approximately 110 job classifications. The County has two salary schedules, one for regular employees, another for Fire and Rescue. The current regular salary schedule consists of 27 pay ranges, each with a minimum and maximum salary. A current copy of the salary schedules are included.

A thorough compensation and classification study and analysis of the County and those organizations that draw on a shared labor market will indicate the County's current position and its ability now and in the future to recruit and retain talented employees to provide quality services to the County. It is expected to indicate what actions should be taken, if any, to avoid loss of qualified staff and difficulties in recruiting new employees for County employment, while competitively compensating its current employees. In addition, it is expected that the study will provide recommendations to the County's pay plan and salary structure to allow appropriate compensation, rectify compression and/or equity issues, and to provide a total compensation comparison to other organizations. However, recommendations may only be implemented based on Board recommendation and approval along with the availability of funding.

### **3.0 SCOPE OF SERVICES**

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. Failure to provide any of the following requirements shall be ample cause for a proposal to be considered non-responsive and be rejected. All offeror must be able to provide, at a minimum:

- Attendance at an initial meeting with various County representatives to discuss the process and tasks to be performed, and reasonable dedication of key personnel and accessibility of the Offeror's point of contact.
- Weekly written progress reports including data collected
- A profile survey of a minimum of twelve (12) government and private employers, including name, geographic location, type of organization and number of employees:
  - City/County Government organizations such as the Cities of Harrisonburg, Winchester, Charlottesville, Lynchburg, Staunton and Roanoke, and Counties such as Augusta, Albemarle and Frederick.
  - Other Public Sector organizations such as Rockingham County Public Schools, Harrisonburg Rockingham Regional Sewer Authority, and Augusta County Service Authority
- Base Pay Salary Survey and analysis of comparable positions for organizations listed above. The Base Pay Salary Survey shall include, but is not limited to:
  - Pay plan salary range comparison to the County for each participant by minimum, midpoint and maximum
  - Job description review and recommended updates if needed
  - Existing employee average salary comparison to the County
  - Combined average pay plan salary range comparison to the County
  - Combined existing employee average salary comparison to the County
  - Comparison of the County's existing employee average salary to the combined average of all participants
  - The County's market position for each position
  - Analysis of compensation practices and salary structure
  - Recommended salary ranges to include percent spreads between ranges and preparation of a new salary structure based on the results of the study
  - Fair Labor Standards Act designation for each classification specification
- Survey of compensation policies and procedures for organizations listed above to include, but is not limited to:

- Pay delivery: merit pay, pay for performance, steps or open ranges, frequency of base pay increases
- Compression analysis
- On-call compensation
- Compensatory time for exempt-level employees
- Other monetary incentives such as certification pay, interim pay, special project bonuses
- Upon conclusion of the survey
  - A written final report of recommendations, including an outline of methods, techniques and data used to develop the Compensation and Classification Plan;
  - A prepared analysis of the financial impact for implementation options over the course of one to three years including any possible funding issues
  - Implementation support and training as needed
  - Attendance at meetings, if requested, to discuss results and recommendations with employees

## 4.0 QUESTIONNAIRE

### A. Company Information

1. State the full name of the company responding to this RFP and include the name of the contact person, title, full address, phone number and e-mail.
2. Please provide full bios on each of the team members that would be assigned to Rockingham County and list the respective responsibilities.
3. Explain in detail how the project manager and key staff will be assigned to this project. Identify the availability of the project manager and key staff to address any questions or concerns as well as to attend meetings to present the findings.
4. Where is the location of your corporate office?
5. Provide the number of years your organization has been in business. How many years have you been providing the services requested in this RFP?
6. How many public sector clients has your company currently completed Classification and Compensation Surveys to?
7. Describe your company's history in providing Classification and Compensation Surveys.
8. Provide information on specific experience with successful outcomes in conducting salary surveys and making presentations to public bodies.

### B. Client Information

9. Please provide references for up to four (4) localities for which you have provided services similar to those requested in this RFP.
- C. Account Management Team
10. What was average staff turnover in the past 24 months?
11. Describe your team's understanding of economic conditions and the regional labor market.
12. Describe how your firm will keep the County aware of the progress of the project along with a proposed timeline.
13. Will you agree that your account management team will respond to County inquiries within one (1) business day?
- D. Cost of Services
14. Provide a detailed not-to exceed cost estimate for all work to be performed. The breakdown should include, at a minimum, tasks to be performed, timeline, estimated number of hours for completion and the not-to-exceed cost.

## **5.0 PROPOSAL PREPARATION & SUBMISSION**

Send proposal "RFP 17-081717-01 Employee Compensation and Classification Study" no later than September 15, 2017 at 2:00pm to County of Rockingham, Attention Trish Davidson 20 East Gay Street, Harrisonburg VA 22802. Faxed or emailed proposals shall not be accepted.

Proposal shall address the items included in the Scope of Services, Questionnaire and the Criteria for Proposal Evaluation. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

Section 1: Availability, credentials and related experience of the firm and key staff with similar studies.

Section 2: Ability to meet and exceed the requirements set forth in the Scope of Services, the quality of proposed product and the ability to meet the timeline.

Section 3: Written Narrative: Each bidder must provide a written narrative that discusses the bidder's expectations in providing the services requested. Include the methodology that will be used in completing the study and any special qualifications, experience, awards etc.

Section 4: Confirmation of Compliance with the Objectives and Scope of Work: The bidder shall describe how the proposal meets the Objectives and Scope of Work described in this RFP.

If any portion cannot be met, the bidder must identify the discrepancy in detail and describe an alternative solution.

Section 5: Response to Questionnaire

Section 6: Appendix: Include any sample brochures, forms or documents supporting your bid.

## **6.0 EVALUATION CRITERIA**

Proposals received will be evaluated and ranked in order of the bidders most likely meeting the needs of the County. Evaluation of the proposals will include, but not be limited to the following criteria:

1. Assessment of the value of services offered, taking into consideration how closely the services meet the requirements of the RFP, proposed procedures and additional services offered.
2. Experience and qualifications of the vendor in general, as well as that of the individuals assigned to work with the County.
3. Methodology proposed by the vendor in order to complete the study.
4. Experience with public sector employers and jurisdictions.
5. Cost. Please provide a pricing schedule that outlines the cost involved in completing the study.

## **7.0 AWARD CRITERIA**

The County will engage in individual discussions with offerors which the County deems most qualified and capable as indicated by scoring of the Evaluation Criteria. Repetitive informal interviews shall be permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The County may discuss non-binding estimates of cost for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

If the County decides to move forward with an Employee Compensation and Classification Study, only one vendor will be selected. The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County.

## **8.0 REPORTING AND DELIVERY INSTRUCTIONS**

Initial proposals shall be submitted in a sealed envelope, clearly marked “RFP 17-0081717-01 Employee Compensation and Classification Study” no later than September 15, 2017 at 2:00pm to

County of Rockingham  
Finance Department  
Attention: Trish Davidson  
20 East Gay Street  
Harrisonburg, VA 22802

Questions should be sent to the email address of [tdavidson@rockinghamcountyva.gov](mailto:tdavidson@rockinghamcountyva.gov)

It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing.

## **9.0 GENERAL TERMS AND CONDITIONS**

### **9.1 APPLICABLE LAWS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **9.2 ANTI-DISCRIMINATION**

By submitting their proposals, offerors certify to the County that 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. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. 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.
  - b. 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.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. 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 subcontractor or vendor.

### **9.3 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 subcontractor 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.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/her agents and/or employees, to the best of his/her knowledge and belief, have not in

any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

#### **9.4 HIPAA COMPLIANCE**

All bidder systems and services must be in compliance with the HIPAA EDI, Privacy and Security Regulations. Confirm compliance with the HIPAA requirements in the cover letter to the proposal signed by the Bidder's Representative

#### **9.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### **9.6 ANTITRUST**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham 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 Rockingham County, relating to the particular goods or services purchased or acquired by Rockingham under said contract.

#### **9.7 CLARIFICATION OF TERMS**

If any prospective offeror has questions about any 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.

#### **9.8 PAYMENT**

##### **9.8.1 TO PRIME CONTRACTOR**

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges.

Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

## **9.9 QUALIFICATIONS OF OFFERORS**

The County 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 County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

The County further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carryout the obligations of the contract and to provide the services and/or furnish the goods contemplated therein

## **9.10 TESTING AND INSPECTION**

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## **9.11 CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently.

## **9.12 DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, 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.

## **9.13 TAXES**

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

## 9.14 INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the 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.
2. Employer's Liability - \$100,000.
3. 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. Rockingham County must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

## 9.15 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 subcontractor 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 whom 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.

#### **9.16 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the

#### **9.17 AUDIT**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Rockingham County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

#### **9.18 NON-APPROPRIATION**

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

#### **9.19 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES**

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations may access the Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms

and conditions of the Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

## **9.20 CONTRACT DOCUMENTS**

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

## **9.21 LAWS AND REGULATIONS**

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract Inspectors from the Department of Labor

and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

## **9.22 PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

## **9.23 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

## **9.24 RECEIPT AND OPENING OF PROPOSALS**

1. It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

## **9.25 PROPRIETARY INFORMATION**

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

## **9.26 BID ACCEPTANCE PERIOD**

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

## **9.27 TERMINATION BY OWNER FOR CONVENIENCE**

Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract,
2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination.
4. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
5. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds

## **9.28 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT**

6. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
- 7.
8. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

## **10.0 SPECIAL TERMS AND CONDITIONS**

### **10.1 AWARD OF CONTRACT**

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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. 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 offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals 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 is not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should the County 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 that offeror. 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.

### **10.2 WORKSITE DAMAGES**

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

## 11.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

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

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

Signature: \_\_\_\_\_

Name (Type and Print): \_\_\_\_\_

Official Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_